

JUL 08 2005

[10121/00308-00-0044CON2]

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Inventor(s) : McAlister et al.  
Serial No. : 10/764,619  
Filing Date : January 26, 2004  
For : Stapling and Cutting in Resectioning for Full Thickness  
Resection Devices  
Group Art Unit : 3731  
Examiner : Gary Jackson

Mail Stop: Petitions  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**STATEMENT UNDER 37 CFR 3.73(b)**

BOSTON SCIENTIFIC SCIMED, INC. hereby states that it is the assignee of the entire right, title, and interest of the above-identified application and U.S. Patent No. 6,716,222. The assignment of this application to Boston Scientific Scimed, Inc. was by way of assignment from inventors McAlister and Sakal to Scimed Life Systems, Inc. recorded by the USPTO on January 26, 2004, Reel/Frame No. 105681/0777; and by way of a Change of Name from Scimed Life Systems, Inc. to Boston Scientific Scimed, Inc. filed on February 25, 2005. A copy of the Change of Name as filed is enclosed.

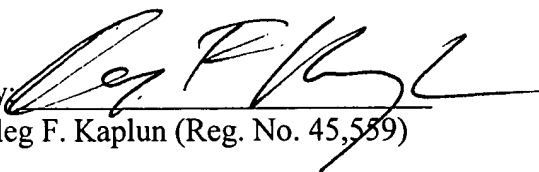
The assignment of U.S. Patent No. 6,716,222 to Boston Scientific Scimed, Inc. was by way of assignment from inventors McAlister and Sakal to Scimed Life Systems, Inc. recorded by the USPTO on February 26, 2002, Reel/Frame No. 012649/0554; and by way of a Change of Name from Scimed Life Systems, Inc. to Boston Scientific Scimed, Inc. filed on July 5, 2005. A copy of the Change of Name as filed is enclosed.

The undersigned is authorized to act on behalf of the assignee.

Respectfully submitted,

Dated: July 5, 2005

By:



Oleg F. Kaplun (Reg. No. 45,559)

Fay Kaplun & Marcin, LLP  
150 Broadway, Suite 702  
New York, NY 10038  
Tel: (212) 619-6000  
Fax: (212) 619-0276/212-208-6819



# Patent: 10121/00308, United States, Regular, National, Continuation

## Patent Data

Docket Number	10121/00308	Attorney	Oleg F. Kaplun
Country	United States	Agent	
Case Type	Regular	Client\Division	
Relation Type	Continuation	Current Owner	SCIMED LIFE SYSTEMS, INC.
Filing Type	National	Previous Owner	
Filing Number		Text #10	
Status	Filed	First Filing Date	11/30/2000
Sub Status		Sub Status Date	
Parent Country	United States	Parent Filing Date	2/26/2002
Parent Number	10/083,097	Parent Grant Date	
Application Number	10/764,619	Application Date	1/26/2004
Patent Number		Grant Date	
Publication Number		Publication Date	
Assigned	Assignment Made	Ind. Claims\Designs	3
Convention Type		Total Claims	16
Custom Code #1		TotalClasses	
TaxAgent		ConfirmationNumber	
Operating Group		Tax Base Date	
Custom Party #1		Next Tax Date	
Custom Party #2		Expiration Date	
Custom Party #3		Custom Text #1	
Custom Party #4		Custom Date #1	
Custom Party #5		Custom Text #2	
Custom Party #6		Custom Date #2	
Custom Party #7		Custom Text #3	
Custom Party #8		Custom Date #3	
Agent Ref No		Custom Text #4	
Custom Code #2		Custom Date #4	
Custom Code #3		Text #5	
Custom Code #4		Text #6	
Custom Code #5		Text #7	
Custom Code #6		Text #8	
Custom Code #7		Text #9	
Customer Code	K2PP	Customer Name	fkM

## Title

STAPLING AND CUTTING IN RESECTIONING FOR FULL THICKNESS RESECTION DEVICES

## Description

BSC REF NO. 00-0044CON

## Current Expense Information

## Other Case-Related Information

### Actions

Action	Action Due Date	Taken Date	Deadline Date	Completed Date	Responsible Atty #1	Responsible Atty #2	Action Notes
Info Discl.				11/4/2004			

Statement

**Inventors**

Inventor Name    Assignment Date

GARY MCALISTER 8/30/2000

ROBERT L. SAKAL 10/31/2000

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CreateUser: dbo

UpdateUser: dbo

CreateDate: 8/18/2004

UpdateDate: 11/10/2004

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FORM PTO 1585



RECORDATION FORM COVER SHEET  
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
**PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): Scimed Life Systems, Inc.

Additional name(s) of conveying parties attached? ☐ Yes x No

2. Name and address of receiving party(ies)

Name: Boston Scientific Scimed, Inc.

Street Address:

ONE SCIMED PLACE  
MAPLE GROVE, MINNESOTA 55311-1566

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☒ Change of Name  
☐ Other: \_\_\_\_\_

Execution dates: 12/22/04

4. Application numbers or patent numbers:

A. Patent Applications: 10/764,619 filed on January 26, 2004

B. Patent No.(s)

Additional Numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Oleg F. Kaplun, Esq.  
Internal Address: Fay Kaplun & Marcin, LLP

Street Address: 150 Broadway, Suite 702  
City: New York State: New York ZIP: 10038

6. Total number of applications and patents involved: 1  
TITLE: **STAPLING AND CUTTING IN  
RESECTIONING FOR FULL THICKNESS  
RESECTION DEVICES**

7. Total fee (37 C.F.R. 3.41) ..... \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Oleg F. Kaplun, (Reg. No. 45,559)

Name of Person Signing

Signature

February 25, 2005

Date

Total Number of pages including cover sheet, attachments, and document: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop: Assignments  
Commissioner of Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

4I-1170

ARTICLES OF MERGER OF  
BOSTON SCIENTIFIC SCIMED, INC.  
WITH AND INTO  
SCIMED LIFE SYSTEMS, INC.

Pursuant to Minnesota Business Corporation Act, Section 302A, the undersigned, Boston Scientific Scimed, Inc., a Minnesota corporation ("BSS"), and Scimed Life Systems, Inc., a Minnesota corporation ("Scimed Life"), hereby adopt the following Articles of Merger for the purpose of merging BSS with and into Scimed Life, with Scimed Life being the surviving corporation.

1. The Agreement and Plan of Merger between BSS and Scimed Life dated as of December 15, 2004 (the "Merger Agreement"), as required by Minnesota Business Corporation Act, Section 302A.615, subdivision 1, is attached hereto as Exhibit I.
2. The Board of Directors and sole shareholder of BSS approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuant to Minnesota Business Corporation Act, Section 302A.613.
3. The Board of Directors and all of the shareholders of Scimed Life approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuant to Minnesota Business Corporation Act, Section 302A.613.
4. The name of the surviving corporation shall be Boston Scientific Scimed, Inc.
5. The merger shall be effective upon the later of 12:01 a.m. on January 1, 2005 or the filing of these Articles of Merger with the Secretary of State of the State of Minnesota.

IN WITNESS WHEREOF, BSS and Scimed Life have caused these Articles of Merger to be executed by their respective officers thereunto duly authorized this 22 day of December, 2004.

BOSTON SCIENTIFIC SCIMED, INC.

By: 

Paul A. LaViolette  
Chief Executive Officer and President

SCIMED LIFE SYSTEMS, INC.

By: 

Paul W. Sandman  
Chief Executive Officer

Exhibit A

PLAN OF MERGER  
OF  
BOSTON SCIENTIFIC SCIMED, INC.  
INTO  
SCIMED LIFE SYSTEMS, INC.

1. Scimed Life Systems, Inc. ("Scimed Life") is a business corporation whose jurisdiction of organization is the State of Minnesota. Boston Scientific Scimed, Inc. ("BSS") is a business corporation whose jurisdiction of organization is the State of Minnesota.
2. BSS (the non-surviving corporation) hereby merges with and into Scimed Life (the surviving corporation) pursuant to the provisions of Section 302A.601 of the Minnesota Business Corporation Act.
3. The separate existence of BSS shall cease upon the effective date of the merger pursuant to the provisions of the Minnesota Business Corporation Act, and Scimed Life shall continue its existence as the surviving corporation pursuant to the provisions of the Minnesota Business Corporation Act.
4. The name of the surviving corporation shall be Boston Scientific Scimed, Inc.
5. The merger described herein shall be effective (the "Effective Time") upon the later of 12:01 a.m. on January 1, 2005 or the filing of the Articles of Merger with the Secretary of State of the State of Minnesota.
6. The 4,919,847 shares of common stock, \$.01 par value, of BSS issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for 628 validly issued, fully paid and nonassessable shares of common stock, \$.05 par value of the surviving corporation, and a new certificate shall be issued representing such shares.
7. The directors of BSS immediately prior to the Effective Time shall be the directors of the surviving corporation, and the officers of BSS immediately prior to the Effective Time shall be the officers of the surviving corporation.
8. This plan may be terminated and the merger abandoned by the boards of directors of Scimed Life and BSS at any time prior to the Effective Time.
9. The officers of each of BSS and Scimed Life are authorized, empowered, and directed to take any and all actions that, in their discretion, are necessary to consummate the transactions contemplated by the Plan of Merger or which may be in any way necessary or proper to effect such merger.

## EXHIBIT I

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement") is made and entered by and between Scimed Life Systems, Inc., a Minnesota corporation ("Scimed Life"), and Boston Scientific Scimed, Inc., a Minnesota corporation ("BSS"), as of the 15th day of December, 2004.

WHEREAS, Boston Scientific Corporation, a Delaware corporation ("BSC"), is the sole shareholder of BSS and holds 4,919,847 of the outstanding shares of common stock of BSS;

WHEREAS, BSC and Boston Scientific Wayne Corporation, a New Jersey corporation and a subsidiary of BSC ("Wayne"), are the shareholders of Scimed Life, with BSC holding 10,000 of the outstanding shares of common stock of Scimed Life and Wayne holding 354 of the outstanding shares of common stock of Scimed Life;

WHEREAS, BSC, Wayne, BSS and Scimed Life desire that, following the effective time of the merger, BSC shall hold 10,628 of the outstanding shares of common stock of the surviving corporation and Wayne shall hold 354 shares of common stock of the surviving corporation;

WHEREAS, the parties intend that the merger contemplated hereby shall be a tax-free reorganization under Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and that this Merger Agreement shall constitute a plan of reorganization;

WHEREAS, the respective boards of directors of BSS and Scimed Life have, by resolutions duly adopted, determined that a merger of BSS with and into Scimed Life (the "Merger") in accordance with the terms of this Merger Agreement and the applicable provisions of the Minnesota Business Corporation Act, as amended, is in the best interests of each such party and its respective shareholders; and

WHEREAS, 100% of the shareholders of each of BSS and Scimed Life have approved and adopted the terms of this Merger Agreement and the Merger;

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. The Merger shall take effect in accordance with the plan of merger, attached hereto as Exhibit A (the "Plan of Merger"), and incorporated into this Merger Agreement.
2. Governing Law. The internal law, without regard for conflicts of laws principles, of the State of Minnesota will govern all questions concerning the construction,

validity and interpretation of this Merger Agreement and the performance of the obligations imposed by this Merger Agreement.

3. Assignment. This Merger Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Merger Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of the other party hereto.

4. Amendment and Waiver. The parties may, by written agreement, waive compliance with or modify, amend or supplement any of the covenants or agreements contained in this Merger Agreement.

5. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, or mailed by first class mail, return receipt requested, or when receipt is acknowledged by return telecopy if telecopied, to the address appearing on the corporate records of each of the parties hereto (or to such other address as a party may designate by notice to the other).

6. Counterparts. This Merger Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be duly executed as of the day and year first above written.

BOSTON SCIENTIFIC SCIMED, INC.

By: 

Paul A. LaViolette  
Chief Executive Officer and President

SCIMED LIFE SYSTEMS, INC.

By: 

Paul W. Sandman  
Chief Executive Officer

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

DEC 22 2004

  
Secretary of State